

1462

AGREEMENT

between

THE BOROUGH OF GARWOOD

and

THE NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION

GARWOOD, LOCAL #117

PATROL AND SUPERIOR OFFICERS

JANUARY 1, 1998 THROUGH DECEMBER 31, 1999

Prepared By:

*Bruce D. Underhill  
1345 Boynton Ave.  
Westfield, NJ 07090*

**ARTICLE II**  
**MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and of the United States and any modifications made thereto, and any ordinances and resolutions passed by the governing body.

B. The PBA recognizes that the Borough's rights to manage its affairs and direct its work force, and within existing framework with the statutes of the State of New Jersey, to maintain the Borough of Garwood in the County of Union in as efficient a manner as is consistent with good management practices and fair labor standards. The Borough has, and is vested with all the customary and usual rights, powers, functions, and authority of management. The PBA further recognizes that the management of the Borough, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Borough.

C. All rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Borough. The Borough shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this agreement.

D. The Borough retains the sole right to suspend, demote, discharge, or take other disciplinary action for good and just cause according to law, provided that in the exercise of this right, it will not act in violation of this agreement.

E. The PBA agrees that the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be

## ARTICLE 1V

### GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide the officer with full opportunity for presentation of his grievance, and for the participation of the PBA representatives. Should a dispute arise between the Borough, the PBA, and any member officer as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by any one of the parties within no more than *seven (7)* days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless changed by mutual consent, or waived in part or its entirety, shall be as follows:

**Step A.** The appropriate PBA representative, the aggrieved party, and the Chief of the Department or his representative, shall attempt to reach a settlement of the dispute. If they fail to reach an agreement within *five (5)* days, aggrieved party shall furnish a written statement of the grievance to the Police Commissioner on a form provided by the Borough for automatic referral to Step B.

**Step B.** One or more members of the Grievance Committee designated by the PBA and the Police Commissioner shall attempt to settle the dispute within *five (5)* days, or the dispute will automatically be referred to Step C.

**Step C.** One or more members of the Grievance Committee designated by the PBA and the Mayor and Council shall attempt to settle the dispute within *fifteen (15)* days. Should no acceptable solution be reached, or should no response be received by the PBA within *fifteen (15)* days, then the PBA, solely, or the Borough, shall have the right to submit the matter to the New Jersey Public Employment Relations Commission (PERC) for binding arbitration. The PBA shall notify the Borough within *ten (10)* days of receipt of the answer, or from the date on which the

answer was due of its intent to file for arbitration under the terms of this article.

The arbitration shall be conducted in accordance with the rules and regulations of PERC. The cost of said arbitrator shall be borne equally by the parties. The respective costs incidental to the representation of the parties through the proceedings shall be borne by each party incurring the same.

The decision of the arbitrator shall be in writing, and shall be final, and binding on the parties. The arbitrator shall have no authority to add to, delete from, or modify the terms of this agreement.

All matters governed by this agreement shall be arbitrable to the extent permitted by law.

Any grievance not processed within the time periods set forth herein, or pursued to the next step within the time periods prescribed herein shall be deemed waived.

## ARTICLE V

### VACATIONS AND HOLIDAYS

#### A. VACATIONS

Police officers shall receive annual vacations as follows:

- (1) Any police officer who has not completed one year of service (to be computed from the date of his appointment) shall receive *five (5)* working days vacation after completion of his probationary period.
- (2) Officers who have been continuously employed for not less than one (1) year, up to five (5) years shall receive *ten (10)* working days vacation with pay.
- (3) Officers who have been continuously employed for not less than five (5) years, and up to ten (10) years shall be entitled to *fifteen (15)* working days vacation with pay.
- (4) Officers who have been continuously employed for not less than ten (10) years, up to fifteen (15) years shall be entitled to *eighteen (18)* working days vacation with pay.
- (5) Officers who have been continuously employed for not less than fifteen (15) years, up to twenty (20) years shall be entitled to *twenty (20)* working days vacation with pay.
- (6) Officers who have been continuously employed for not less than twenty (20) years, up to twenty-five (25) years shall be entitled to twenty-five (25) working days vacation with pay.
- (7) Officers who have been continuously employed for not less than twenty-five (25) years shall receive *thirty (30)* working days vacation with pay.
- (8) Vacations are to be taken from January 1st to December 31st at the Police Chief's discretion.

(9) Due to the change as of January 1, 1993, hereinafter set forth, to the four (4) day on, four (4) day off -- twelve (12) hour day schedule, vacation periods will be converted as of January 1, 1993, from working days to working hours. For example, for a police officer who has not completed one year of service, who now receives "*five working days vacation*" shall receive "*forty work hours vacation*". This change from days to hours is not intended to change the method of utilization of vacation periods. Further, the Detective's vacation and holidays as below shall be unaffected by this provision, and shall continue to receive and utilize vacation as per the 1992 schedule.

#### **B. HOLIDAYS**

(1) All police officers shall receive *fifteen (15)* holidays which days are to be taken off at the employee's discretion with the approval of the Chief of the Department, except as provided for below.

(2) Beginning January 1, 1993, all police officers shall receive *one hundred twenty (120)* holiday hours, which are to be taken off at the employee's discretion with the approval of the Chief of the Department except as provided below. This change from days to hours is not intended to change the method of utilization of holidays.

(3) A new employee shall receive holidays in his first contract year pro-rated at 1/12 per month.

(4) An employee that leaves the department other than by retirement shall have his holidays pro-rated at 1/12 per month for the last year of employment.

#### **C. PAY IN LIEU OF**

In the event holidays or vacations are not taken by December 31st, the employee

shall compensate the employee in the amount equal to the employee's regular rate at the time of retirement for forty percent (40%) of all accumulated and unused sick time accrued from January 1, 1974 through December 31, 1977. Said payment shall be made in a lump sum check.

Further, the Borough shall pay the employee at the employee's regular rate at the time of retirement for all unused accrued vacation and compensatory time.

Entitlement to sick time, holidays, personal days, and vacation time shall be up to and including the calendar year of retirement only. In order to receive the annual sick leave, holiday leave, personal days, and vacation accrual for the employee's retirement year, the employee must physically work at least one day into the new year. In no case shall an employee be permitted to take a leave into a new year and bridge the new year's entitlement for these retirement purposes.

#### **F. SELECTION**

For purposes of selecting vacation and time off, officers shall pick and be awarded vacation time off in accordance with seniority within respective rank, that is, either patrol officers or superior officers.

If a steady platoon system is utilized by the Borough to implement the four (4) on, four (4) off schedule, it is agreed that vacation selection provisions of Article V, Section F, shall not apply and vacation selection shall be made by seniority in the platoon, rather than seniority in rank. Further, it is agreed that when one officer in a platoon is on vacation, no other officer in that platoon shall take a vacation or holiday time unless specifically approved by the Chief of Police. As a general rule, same will not be allowed.

G. The change in the contract from days to hours for such items as vacations, holidays and the like, is not intended to change the method of utilization of same.

## ARTICLE VI

### LONGEVITY

- A. The following shall be the longevity schedule for those officers hired prior to January 1, 1998:

<u>Years Completed</u>	<u>Amount</u>
4 years	3% over base pay
8 years	4% over base pay
12 years	5% over base pay
15 years	6% over base pay
20 years	7% over base pay

- B. The following shall be the longevity schedule for those officers hired after January 1, 1998:

<u>Years Completed</u>	<u>Amount</u>
5 years	3% over base pay
10 years	4% over base pay
15 years	5% over base pay
20 years	6% over base pay



## ARTICLE VII

### SICK LEAVE

A. Police officers shall be granted *one hundred twenty (120)* hours sick leave per year (except for the detective, who shall be granted *fifteen (15)* sick days per year) in addition to sick leave which is covered by the Borough's disability insurance policy for which officers shall receive up to six months pay while absent due to sickness or accident which is not job connected.

Commencing January 1, 1981, any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year, and may be used if and when needed to satisfy the 30 day waiting period for inception of insurance benefits under the aforesaid policy. When the officer begins to receive such benefits, no additional sick leave days will be utilized, and full salary will be received during the six months period covered by the policy. Insurance payments made to the officer shall be turned over to the Borough when received.

For the purposes of computing the amount of sick leave in the "*bank*" as of December 31, 1980, the number of days reflected in each officers terminal leave account as of December 31, 1980, shall be multiplied by two (2). Commencing January 1, 1981, sick leave shall be utilized and accumulated from year to year in accordance with this Article VII. Terminal leave credit shall continue to accrue in accordance with Article V, Section E, and it is understood that no changes in such terminal leave plan are being made hereby.

At the conclusion of the six month disability insurance coverage, an officer may again utilize sick leave in the accumulated sick leave bank if needed.

B. When ill, a police officer shall check in with the officer on the desk, and provide as much notice of absence as possible. Every absence in excess of three (3) consecutive working days must be certified by a written statement from the employee's attending physician.

C. The Borough reserves the right to request a physical examination by the Borough physician at the Borough's expense in all cases of illness or disability.

D. A new employee shall receive twelve (12) hours sick leave at the completion of two (2) months, and an additional twelve (12) hours every month thereafter to a maximum of *one Hundred and twenty (120)* hours for that initial contract year.

E. It is acknowledged by the Borough and by the PBA that injuries arising out of and in the course of the employee's employment by the Borough of Garwood are subject to the workers compensation statutes and other controlling or applicable statutes of the State of New Jersey.

F. Each officer, solely at the officers option, shall be entitled to "*cash in*" each year's unused sick leave at the end of that year equal to *fifty percent (50%)* of the employee's unused annual sick leave allotment. Thus, an employee could cash in a maximum of *one hundred twenty (120)* hours annually, assuming that no sick leave was used that year. The amount received would be sixty (60) hours pay at the officers regular rate.

G. The change in the contract from days to hours for such item as sick leave is not intended to change the method of utilization of the same.

**ARTICLE VIII**  
**CLOTHING ALLOWANCE**

A. All newly appointed officers shall receive a new full uniform upon appointment which shall consist of the following:

5 - Winter shirts with patches	1 - Pair boots
5 - Summer shirts with patches	2 - ties
3 - Pairs of pants	1 - tie clip
1 - Blouse with patches	1 - pair winter gloves
1 - Winter coat with patches	1 - Badge holder
2 - Hats	1 - Winter hat
1 summer baseball cap	1 - Rain coat
1 - Pair of shoes	1 - Bullet proof vest
1 - Rain hat cover	1 - Name tag
1 - Pair of collar pins	1 - Mid-season jacket
1 - Capsten Spray and Leather holder	1 - Turtleneck / Dickie

A newly appointed officer may be issued used leather goods provided they are approved by the firearms officer.

B. All other officers, except the detective, are to receive a clothing allowance of \$625.00 for the year 1998, and \$625.00 for the year 1999. Payment shall be made in a lump sum cash payment by March 15th of each year. All police officers are responsible for maintaining their clothing in a serviceable condition to the satisfaction of the Chief of the Department.

C. When an officer goes from uniform to civilian cloths or vice versa, the Borough will reimburse the officer for the change in uniform at a maximum amount of \$425.00. Any

changes in uniforms for the department as a whole mandated by the Borough shall be paid for in total by the Borough.

D. The detective shall receive a clothing allowance of \$625.00 for the year 1998, and \$625.00 for 1999 to purchase civilian clothes. Payment shall be made in a lump sum cash payment by March 15 of each year. This shall not be in addition to monies received in paragraph B.

E. Uniforms damaged in the line of duty or civilian clothes in the case of the detective shall be replaced new by the Borough, provided it is reported to the desk officer.

F. In addition to the clothing allowance provided by above, all uniformed and non-uniformed personnel shall receive a \$215.00 clothing maintenance allowance for 1998, \$215.00 for 1999. Said maintenance allowance shall be paid annually to each employee upon final adoption of the budget.

G. Capsten or Pepper spray shall also be considered as part of the regular uniform, for officers who have qualified with same in accordance with Department SOP.

## **ARTICLE IX**

### **EMERGENCY TIME OFF**

#### **A. Death in the Family**

In the event of a death of a policeman's wife, child, brother, sister, mother, father, mother-in-law, father-in-law, or grandparents, the policeman will be granted a leave during the period from death to burial, not to exceed four (4) scheduled working days . A policeman will be granted leave of one (1) day, (day of burial) in the event of the death of a brother, sister, or grandparents of his spouse.

B. In the event of an emergency illness or accident to a member of his family, a policeman shall be given one (1) duty day or evening off per year with notice to the duty officer. For the purpose of this article, a policeman's family shall include the wife, child, parent, brother, and sister of the policeman.

## **ARTICLE X**

### **INSURANCE**

#### **A. Health Benefits**

The Borough of Garwood shall provide health benefits for the members of the bargaining unit to the extent provided for in resolution 3108 adopted by the Mayor and Council on December 9, 1975, a copy of which is on file with the Borough Clerk.

#### **B. Dental Insurance**

The Borough of Garwood will provide a Dental Plan as follows:

- (a) 1986 - Two Party Plan (member and spouse) Paid in full.
- (b) 1987 - and afterwards - Full Family Plan (member, spouse, and children)

Paid in full. Benefits of Plan, are to be equal to or better than plan proposed by the PBA.

(New Jersey Dental Service Plan, Inc. Plan III-A Two Party and Three Party+). Cost of plan to be equal to or less than proposed plan.

#### **C. Other Insurance**

The Borough shall provide liability insurance, workman's compensation insurance, false arrest insurance for all police officers, and in the event criminal or civil charges are brought against a police officer as a result of performance of his duty, the Borough shall provide him with an attorney of his choice to defend such action. Prior to being retained, the attorney chosen by the officer shall submit his proposed fees to the Borough. The Borough shall not be obligated to pay fees in excess of the rate paid by the Borough to the Borough attorney or one hundred dollars (\$100.00) per hour, whichever is greater. The Borough shall only be obligated to pay reasonable fees. The Borough shall only be obligated to pay for the officer's defense in accordance with N.J.S.A. 40A:14:155.

## **ARTICLE XI**

### **HOURS OF WORK, SALARIES AND OVERTIME**

#### **A. Hours of Work**

The work schedule for all uniformed officers, patrol, and superiors, shall be pursuant to a schedule based upon two shifts daily of twelve (12) hours each. The schedule will provide for an eight (8) day work week, with four (4) twelve hour days on and four (4) days off each eight (8) day work week.

The schedule for the detective shall be based upon a seven (7) day work week consisting of five (5) 8.5 hour shifts per week.

Deviations from this schedule shall be permitted, pursuant to mutual agreement between the police officer involved and the Chief of Police.

#### **B. Salaries**

(1) Retroactively to January 1, 1998, all police officers covered by this agreement shall receive a salary increase of 4% over and above the 1997 salary.

(2) In addition to the across the board percentage increase of 1998, all ranking officers (Sergeants - Lieutenants - Captains), and Detectives, shall receive One Hundred Dollars (\$100.00) to be added to the wages of their respective ranks.

(3) Effective January 1, 1999, all officers covered by this agreement shall receive a salary increase of 4% over and above the 1998 salary.

(4) The following named officers, and employees of the Borough of Garwood shall be entitled to annual salary as hereinafter set forth:

**YEAR 1998**

Captain .....	\$58,566.00
Lieutenant .....	\$55,873.00
Sergeant .....	\$53,631.00
Detective .....	\$51,156.00
Patrolman Class A .....	\$49,719.00
Patrolman Class B .....	\$41,539.00
Patrolman Class C .....	\$39,900.00
Patrolman Class D .....	\$33,047.00
Probationary .....	\$31,640.00

**YEAR 1999**

Captain .....	\$60,909.00
Lieutenant .....	\$58,108.00
Sergeant .....	\$55,776.00
Detective .....	\$53,202.00
Patrolman Class A .....	\$51,708.00
Patrolman Class B .....	\$43,201.00
Patrolman Class C .....	\$41, 496.00
Patrolman Class D .....	\$34,369.00
Probationary .....	\$32,906.00



### C. Overtime

(1a) Pursuant to Section 207K of the Fair Labor Standards Act, a twenty-eight (28) day, one hundred seventy-one (171) hour work period is established. Police officers shall receive pay at the rate of time and one-half, or compensatory time at the rate of time and one-half, at the officer's option, for any time over one hundred seventy-one (171) hours in the twenty-eight (28) day work period.

(1b) Subparagraph (1a) shall not apply to the detective. Pursuant to Section 207K of the Fair Labor Standards Act, a seven day, 42.5 hour work period is established for the detective. The detective shall receive pay at the rate of time and one-half, or compensatory time at the rate of time and one-half, at the officer's option, for any time over 8.5 hours in one day, or 42.5 hours in one week.

(2) A police officer shall receive a minimum of two (2) hours overtime for his appearance in court, or Grand Jury, provided said appearance is by subpoena, or is authorized by one of the following: The Municipal prosecutor, Judge of the Municipal Court, or Chief of Police. All court related overtime is to be exempt from 28 day rule as in the above Act.

(3) Regular police officers shall be given first priority to work all open shifts which are available resulting from sickness, vacation, holidays, or the inability to fill the duty roster with regular police officers. The Chief of Police or officer in charge, shall make the selection of the regular officer to be assigned to the open shift on a basis which will give equal opportunity for all regular personnel to participate. In making such assignments to the open shift, a regular patrolman or officer shall be assigned on his off duty day in order to avoid shifts of longer than twelve (12) hours duration. When such an officer is not available, any police officer may be assigned to the open shift. The assignment to the open shift of a regular police officer

already scheduled to work shall be for a tour of duty not in excess of four (4) hours, except at the discretion of the Chief of Police in an emergency or other similar situation.

(4) Nothing contained herein shall be interpreted to prohibit the Borough from using Special Law Enforcement Officers in any manner it deems appropriate, consistent with the provisions of the "Special Law Enforcement Officers Act", and the express language of this Agreement.

(5) Whenever a patrolman or the detective shall be "Shift Commander", he shall be compensated at the Sergeant's rate for that shift.

**D. Secondary or Off-Duty Employment**

(1) The following definitions shall apply to this subsection:

(a) Employment: The provision of a service, whether or not an exchange for a fee or other service. Employment does not include volunteer charity work.

(b) Extra-duty employment: Any employment that is conditioned on the actual or potential use of law enforcement powers by the police officer employee.

(c) Regular off-duty employment: Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.

(2) Police officers may engage in regular off-duty employment, provided, however, that off-duty employment shall be subject to approval of and limitation of same by the Chief of Police.

(3) All extra-duty employment shall be arranged for by the police department subject to the approval of the Chief of Police. Any governmental entity, business entity, or non-profit entity seeking to hire police services shall enter into a contract with the Borough with respect to same. All police officers seeking to perform extra-duty employment shall be eligible to perform same on a rotating non-discriminatory basis, subject to the approval of the Chief of

Police. Extra-duty employment shall be at the option of each police officer. Police officers engaging in extra-duty employment shall observe their normal standards of conduct during such employment, and shall be subject to disciplinary action for failure to do so.

(4) Regular off-duty employment and extra-duty employment shall be subject to regulations and standards to be adopted by the Chief of Police which regulations and standards shall be generally in accordance with the Model Off-Duty Employment Policy adopted by the International Association of Chiefs of Police.

(5) All payments for extra-duty employment shall be paid by the employer to the Borough of Garwood. The charge to said employer shall be fixed by ordinance or resolution and shall include an administrative fee to be retained by the Borough of Garwood. The remaining portion of the charge shall be paid to the officer on the next subsequent regular pay day which shall be at least seven (7) days subsequent to the receipt of the fee from the employer. Extra-duty employment shall not be considered as employment of the police officer by the Borough of Garwood under the Fair Labor Standards Act for overtime purposes.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **A. PBA Business Leave**

The State Delegate of the PBA shall be granted leave from duty with pay for attendance at regularly scheduled meetings of the State PBA, County PBA, and Tri-County PBA when such meetings take place at a time when such officer is scheduled to be on duty. The PBA President shall be granted leave from duty with pay for attendance at regularly scheduled meetings of the State PBA, County PBA, and Tri-County PBA in place of the State Delegate at a time when such officer is scheduled to be on duty, at the discretion of the Chief of Police. The PBA President shall also attend said meetings with the State Delegate when written request is received requesting his attendance from the sponsoring PBA officials, at the discretion of the Chief of Police. The State Delegate, and two Alternate Delegates elected to represent their local at the annual convention shall be granted leave from duty with pay, not to exceed five (5) days. The PBA Delegate plus one alternate shall be permitted leave without loss of pay or other benefits to attend the State PBA Mini-Convention.

#### **B. Educational Benefits**

The Borough Shall reimburse tuition, books, and travel expense in the event a police officer attends a police related school in furtherance of his education if said school is authorized by the Mayor and Council.

#### **C. Non-Police Functions**

Officers of the police department shall be required to perform police functions in accordance with rules and procedures established by the Mayor and Council, and the Chief of Police, and further, shall perform such other police functions as may be ordered by the Mayor and Council from time to time.

**J. Service Credit from Previous Jurisdiction.**

Employees hired after January 1, 1996 shall not receive any service credit for employment with any other jurisdiction.

**K. Addendum**

The attached addendum is incorporated into a part of this Agreement.

## **ARTICLE XIII**

### **AGENCY SHOP**

#### **A. Purpose of Fee**

If an employee covered by this Agreement does not become a member of the PBA during any membership year (i.e.; from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset, the employee's per capita cost of services rendered by the PBA as majority representative.

#### **B. Amount of Fee**

##### **(1) Notification**

Prior to the beginning of each membership year, the PBA will notify the Borough in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

##### **(2) Legal Maximum**

In order to adequately offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessment charged by the PBA to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, and increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

**C. Deduction and Transmission of Fee**

**(1) Notification**

Once during each membership year covered in whole or part by this Agreement, the PBA will submit to the Borough a list of employees who have not become members of the PBA for the current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph (2) below, the full amount of the representation fee, and promptly transmit the amount as deducted to the PBA.

**(2) Payroll Deduction Schedule**

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid each employee on the aforesaid list during the remainder of the membership year in question, and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Borough; or

(b) 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, and continued in the employ of the Borough in a non-bargaining unit position, or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

**(3) Termination of Employment**

If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(4) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of the regular membership dues to the PBA.

(5) Changes

The PBA will notify the Borough in writing of any changes in the list provided for in paragraph (1) above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

(6) New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

**D. Demand and Return**

The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4 as amended.



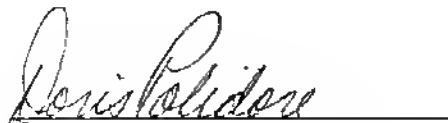
## ARTICLE XIV

### DURATION

The terms of this Agreement shall be retroactive to January 1, 1998, and continue through December 31, 1999, or until a new contract is agreed upon. All other provisions of the contract for the year 1997 not inconsistent herewith shall remain in full force and effect, and all inconsistent provisions of said contract and hereby repealed.

**ATTEST;**

**BOROUGH OF GARWOOD**

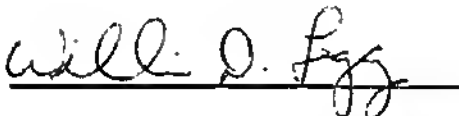


Borough Clerk



Mayor

**PBA LOCAL # 117**



Delegate



President

# BOROUGH OF GARWOOD

UNION COUNTY, NEW JERSEY



Municipal Clerk (908) 789-0710

Tax Office (908) 789-0475

Municipal Court (908) 789-0780

Construction Dept. (908) 709-7213

MUNICIPAL BUILDING  
403 SOUTH AVENUE  
GARWOOD, N.J. 07027-1296

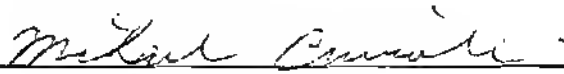
## **RESOLUTION NO. 98-228**

*Introduced by: Council President Lombardo*


**BE IT RESOLVED** by the Mayor and Council of the Borough of Garwood, County of Union, State of New Jersey, that the Mayor and Clerk be and the same are hereby authorized and directed to execute the attached contract between the Borough of Garwood and the Garwood PBA Local #117 for the contract period commencing January 1, 1998 and concluding December 31, 1999.

**ADOPTED:** May 26, 1998

**APPROVED:**

  
\_\_\_\_\_  
**MICHAEL CRINCOLI, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**CHRISTINA THARALDSEN, Acting Municipal Clerk**